

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MARSHAL ROSENBERG,

Plaintiff,

-against-

METROPOLIS GROUP, INC., A&N  
DESIGN STUDIO, INC. D/B/A DOOR3  
BUSINESS APPLICATIONS, JOHN DOES  
1-10, JANE DOES 1-10 and XYZ  
COMPANIES 1-10,

Defendants.

ECF Case

Civil Action No. 1:18-cv-04830-AKH

**STIPULATION ON RULE 4**

Pursuant to Federal Rule of Civil Procedure 4(d), Defendant A&N Design Studio, Inc. d/b/a Door3 Business Applications (“Door3”) agrees to waive service of the summons in the above-captioned proceeding. Defendant Door3 further agrees to execute the appended Waiver of the Service of Summons form and, in connection therewith, forego receipt of a hard copy of the amended complaint, a hard copy of the Waiver of the Service of Summons form, and a prepaid means of returning one signed copy of the form to Plaintiff Marshal Rosenberg (“Rosenberg”). Defendant Door3 further agrees to forego receipt of any other documents previously filed by ECF in the above-captioned proceeding.

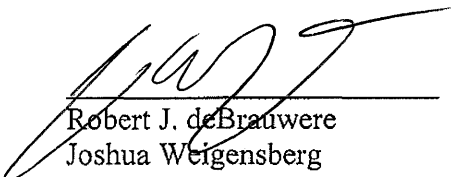
Plaintiff Rosenberg agrees to execute the appended Notice of a Lawsuit and Request to Waive Service of Summons and to forego receipt, by mail or otherwise, of a hard copy of the executed Waiver of the Service of Summons form.

*[Remainder of page intentionally left blank]*

All parties agree and stipulate that Defendant Door3's deadline to answer or otherwise respond to the amended complaint filed on or about December 14, 2018 in the above-captioned proceeding shall be February 14, 2019.

Respectfully Submitted:

Date: January 25, 2019



Robert J. deBrauwere  
Joshua Weigensberg  
Giovanna Marchese  
Pryor Cashman LLP  
7 Times Square  
New York, New York 10036  
Telephone: (212) 421-4100  
rdebrauwere@pryorcashman.com  
jweigensberg@pryorcashman.com  
gmarchese@pryorcashman.com  
*Attorneys for Plaintiff Marshal  
Rosenberg*



Raymond J. Dowd  
Samuel A. Blaustein  
Kamanta C. Kettle  
Dunnington, Bartholow  
& Miller LLP  
230 Park Avenue, 21st Floor  
New York, New York 10169  
rdowd@dunnington.com  
sblaustein@dunnington.com  
kkettle@dunnington.com  
(212) 682-8811  
*Attorneys for Defendant A&N Design  
Studio d/b/a Door3 Business  
Applications*

**IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF NEW YORK**

MARSHAL ROSENBERG,

Plaintiff,

-against-

METROPOLIS GROUP, INC., A&N DESIGN  
STUDIO, INC. D/B/A DOOR3 BUSINESS  
APPLICATIONS, JOHN DOES 1-10, JANE  
DOES 1-10 and XYZ COMPANIES 1-10,

Defendants.

ECF Case

Civil Action No. 1:18-cv-04830-AKH

**NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF SUMMONS**

To: A&N Design Studio, Inc. d/b/a Door3 Business Applications

**Why are you getting this?**

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. An electronic copy of the amended complaint has been made available to you by counsel to the Plaintiff.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days from the date shown below, which is the date this notice was sent. This notice is being provided to you electronically and Plaintiff consents to you executing and returning the enclosed waiver electronically.

**What happens next?**

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you

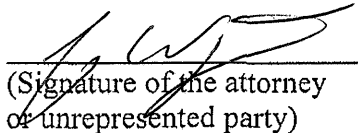
and you will have, as the parties have agreed to stipulate, until February 14, 2019, to answer or otherwise respond to the amended complaint.

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and amended complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: January 25, 2018 2019

  
(Signature of the attorney  
or unrepresented party)

Joshua Weigensberg  
(Printed name)

7 Times Square New York, New York 10036  
New York, New York 10169  
(Address)

jweigensberg@pryorcashman.com  
(E-mail address)

(212) 421-4100  
(Telephone number)

#### **Duty to Avoid Unnecessary Expenses of Serving a Summons**

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

“Good cause” does not include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.

**IN THE UNITED STATES DISTRICT COURT FOR  
THE SOUTHERN DISTRICT OF NEW YORK**

MARSHAL ROSENBERG,

Plaintiff,

-against-

METROPOLIS GROUP, INC., A&N DESIGN  
STUDIO, INC. D/B/A DOOR3 BUSINESS  
APPLICATIONS, JOHN DOES 1-10, JANE  
DOES 1-10 and XYZ COMPANIES 1-10,

Defendants.

ECF Case

Civil Action No. 1:18-cv-04830-AKH

**WAIVER OF THE SERVICE OF SUMMONS**

To Joshua Weigensberg:

I have received your request to waive service of a summons in this action along with an electronic copy of the amended complaint and an electronic copy of this waiver form.

I, or the entity I represent, agree to save the expense of serving a summons and amended complaint in this case.

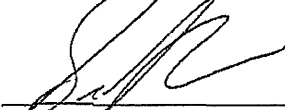
I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that, pursuant to a stipulation by my counsel and Plaintiff's counsel, I, or the entity I represent, must file and serve an answer or otherwise respond to the amended complaint by February 14, 2019. If I fail to do so, a default judgment will be entered against me

or the entity I represent.

Date: January 25, 2019

DUNNINGTON, BARTHOLOW &  
MILLER LLP



---

Raymond J. Dowd  
Samuel A. Blaustein  
Kamanta C. Kettle  
230 Park Avenue, 21st Floor  
New York, New York 10169  
rdowd@dunnington.com  
sblaustein@dunnington.com  
kkettle@dunnington.com  
(212) 682-8811  
*Attorneys for Defendant A&N Design  
Studio d/b/a Door3 Business Applications*

5